third person as security for the loan, and for an indebtedness of about $800 due from her to defendants, and for the husband's debt, which she was to assume. *Held* (SIMPSON, J., dissenting), that the only consideration passing to complainant was the loan of $3,026, and that to the extent that the agreement undertook to charge her with her deceased husband's debt it was usurious and void. *Darden* v. *Schuessler* (1907), — Ala. —, 45 So. Rep. 130.

In several jurisdictions it has been held that a stipulation, as a condition of a loan, that the borrower, in addition to the payment of the highest rate of interest on the loan, shall pay or secure to the lender an indebtedness from a third person to the lender renders the transaction usurious, as this is a loss or burden imposed upon the borrower in addition to the highest legal rate of interest. *Brown* v. *Baer,* 79 Ga. 347; *Bishop* v. *Exchange Bank,* 114 Ga. 962; *Banking Co.* v. *Hagan,* 1 La. Ann. 62; *Shober* v. *Hauser,* 20 N. C. 91. A tendency toward a more liberal doctrine is found in a number of cases. *Valentine* v. *Conner,* 40 N. Y. 248; *Clarke* v. *Sheehan,* 47 N. Y. 188; *Roane* v. *Bank of Nashville,* 1 Head (Tenn.) 526. In a like manner, where an insurance company, on condition of making a loan, requires the borrower to take from it policies of life insurance, and pay premiums thereon in addition to the highest legal rate of interest, the cases are in conflict. *Missouri Valley Life Ins. Co.* v. *Kittle,* 1 McCrary (U. S.) 234; *Miller* v. *Life Ins. Co.,* 118 N. C. 612; *Washington Life Ins. Co.* v. *Patterson Silk Mfg. Co.,* 25 N. J. Eq. 160; *John Hancock Mut. Life Ins. Co.* v. *Nichols,* 55 How. Pr. (N. Y.) 393.

WILLS—EXECUTION—SIGNATURE "AT THE END."—Deceased wrote what purported to be her last will and testament on a printed blank form of will. A blank line for the signature of testator followed the printed blank testimonium clause, then a heavy line extending across the page, then the printed blank attestation clause. Deceased filled in the blanks in the testimonium and attestation clauses, but her signature did not appear on the blank line between the two. Evidence was offered to prove that she had signed and written her name where it appeared in the attestation clause, and that she had otherwise shown an intention to consider this instrument as her last will and testament, but this evidence was excluded. *Held,* that such evidence was rightly excluded, and that this instrument is not the last will of deceased, because informally executed. *Sears* v. *Sears et al.* (1907), — Ohio —, 82 N. E. Rep. 1067.

The court holds that the will is invalid because not signed at the end thereof by the person making the same, as required by the statute of Ohio. Rev. St. of 1892, § 5916. It is held that when the facts are known, the question whether the will is signed at the end is one of law; and the court considers that the blank line following the testimonium clause left for the signature of the testatrix was intended as the end of the will. The purpose of the statute is the same as that of the English statute of 1837,—"to insure the identity of the instrument and to prevent fraudulent additions to or alterations of the instrument." See WILLIAMS ON EXECUTORS (7th Am. Ed.) 107; *Glancy et al.* v. *Glancy et al.,* 17 Ohio St. 136; *Baker* v. *Baker et al.,* 51 Ohio St. 222, 37 N. E. 125. The failure of testatrix to sign "at the end" was fatal,

and could not be affected by her intention to comply with the statute. Many cases are reviewed in support of this sound conclusion. See note on *Irwin et al.* v. *Jacques et al.*, 71 Ohio St. 395, 73 N. E. 683, 69 L. R. A. 422, in 3 MICH. LAW REV., 650. In that case evidence was necessary to determine the end of the will, because of the ambiguity caused by the presence of a dispositive clause in the margin of the last page of the will. But here, "where there is no ambiguity that may be explained, but only an omission that cannot be cured, a defendant cannot be benefited by testimony or prejudiced by its rejection." Though the rule may seem to work hardship, it is a sound interpretation of the statutory requirement.

WILLS—NUNCUPATIVE WILLS—"TIME OF LAST SICKNESS."—The Washington statute contains the usual requirement that a nuncupative will be made "at the time of the last sickness" of testator. BALLINGER'S ANN. CODES AND ST., § 4605. The question in controversy was whether testator's will was made at the time of his last sickness. *Held,* that it was so made according to the meaning of the statutory provision. *In re Miller's Estate* (1907), — Wash. —, 91 Pac. Rep. 967.

The facts are not set out in the opinion, but it may be inferred from the argument that testator did have an opportunity, either then or later, to make a written will. The decision turns upon the interpretation to be given to the words of the statute. There is a clear conflict of authority as to what is the proper meaning of this phrase. The majority of the courts hold that "a nuncupative will is not good unless it be made by a testator when he is *in extremis,* or overtaken by sudden and violent sickness, and has not time or opportunity to make a written will." This is the rule stated in the leading case of *Prince* v. *Hazleton,* 20 Johns. (N. Y.) 502, 11 Am. Dec. 307. This construction has been adopted in a great number of states. See UNDERHILL ON WILLS, § 171, and cases there cited. A different view is taken in Alabama, Tennessee, Kansas, Illinois, and Nebraska, where nuncupative wills are considered as made at the time of the last sickness, though the testator had time and opportunity to reduce his intentions to writing. See 3 MICH. LAW REV., 495, for a note on *Baird* v. *Baird,* 70 Kans. 564, 49 Pac. Rep. 163, 68 L. R. A. 627. This more liberal interpretation of the minority of the courts is followed in the principal case.